



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/22/2535

**Re: Property at 14 Grange Court, Newington, Edinburgh, EH9 1PX (“the
Property”)**

Parties:

Miss Imogen Wyllie, 24 Suffolk Road, London, N15 5RN (“the Applicant”)

**Ms Pati Komorowska, Ina Hanisch, 7/1 West Pilton Green, Edinburgh, EH4 4ER
 (“the Respondent”)**

Tribunal Members:

Alison Kelly (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment should be made.**

Background

The Applicant lodged an application on 26 July 2022 under Rule 111 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) seeking payment of a sum of rent arrears and maintenance costs.

Lodged with the Application were:

1. Copy Tenancy Agreement signed by the First Respondent with a commencement date of 13th August 2021
2. Rent Statement
3. Invoice from Elite Edinburgh Cleaning dated 27th June 2022 in the amount of £353.05
4. Invoice from WG Services dated 22nd June 2022 in the amount of £120
5. Order confirmation and receipt from Ikea dated 30/6/22 in the amount of £129

6. Receipt from Timpsons dated 1st July 2022 in the amount of £25
7. Invoice from Thomas Hannah & Company, Sheriff officers dated 23rd July 2022 in the amount of £101.29

The Application was served on the First Respondent by Sheriff Officer on 26th October 2022.

Service has not been effected on the Second Respondent.

On 15th November 2022 the First Respondent sent an email to the Tribunal. She lodged copies of emails with the Applicant's agent regarding a broken bed, copies of text messages to the Second Respondent, photos of her room and the common living area at the property, and copy of a text from a tenancy deposit scheme regarding repayment of the deposit to the agent.

The First Respondent noted that the Second Respondent had not signed the tenancy agreement and she wondered if it was therefor invalid.

It was apparent from the text messages that the Second Respondent had returned to Germany and stopped contact with the First Respondent.

Case Management Discussion

The Case Management Discussion ("CMD") took place by teleconference. The Applicant was represented by Martyn Johnstone of ESPC Lettings. The First Respondent represented herself.

The Chairperson confirmed the purposes of a CMD in terms of Rule 17 of the Rules.

Mr Johnstone told the Tribunal that he was seeking a payment order against the Respondents. He confirmed that the Applicant had received return of the deposit from the tenancy deposit scheme and had applied it to the rent arrears. The order sought was thereof for £1826.67, comprising arrears of £1098.33, £353.05 for cleaning, £120 for disposal of items, £129 for a new bedframe, £25 for a new lock and keys and £101.29 to Sheriff officers to trace the Respondents.

The Chairperson enquired regarding the tenancy agreements. Mr Johnstone explained that the initial tenants were the Second Respondent and a Mr Rory Marland. Mr Marland moved out on 12th August 2021 and the First Respondent moved in on 13th August 2021. The First Respondent signed a tenancy agreement and therefore had joint and several liability with the existing tenant.

The First Respondent agreed that that was the case. She also accepted that at the end of the tenancy the arrears were £1098.33.

The First Respondent did dispute the amount for cleaning, although she accepted that she did not clean the Second Respondent's room or the kitchen before she left. The Chairperson did not think the amount claimed was unreasonable.

The First Respondent said that she did not leave behind any items that needed to be disposed of. However, she did accept that items were left by the Second Respondent. The Chairperson did not think that the amount claimed was unreasonable.

As far as the bed was concerned, the First Respondent had lodged documentation showing that the Applicant had agreed to replace the broken bed. The correspondence further showed that the attempted delivery of the bed had been refused. The First Respondent said that no new bed had ever been delivered. Mr Johnstone conceded, after questions from the Chairperson that it was inequitable to charge the Respondents for a broken bed that the Applicant had said she would replace.

The First Respondent confirmed it was the Second Respondent's keys which had not been returned. The Chairperson did not consider the charge for replacement to be unreasonable.

The final item was the Sheriff officer's fee to track and trace. Mr Johnstone referred to Clause 8 of the tenancy agreement which covered the situation. The First Respondent said that letting agent had her phone number and email address and could have contacted her for a forwarding address rather than using tracing agents. The Chairperson considered that it was reasonable to award half the fee.

The total sum therefore was £1647.02.

As the Chairperson had previously noted the Application had not been served on the Second Respondent. The Chairperson authorised service on the Second Respondent by way of notice on the Tribunal's website and continued the CMD to a date to be advised for service to be effected. If there is no appearance by the Second Respondent at the continued CMD and order for payment in the amount of £1647.02 will be made.

The papers were served on the Second Respondent by recorded delivery post on 20th January 2023.

Continued Case Management Discussion

The Case Management Discussion ("CMD") took place on 2nd March 2023 by teleconference. The Applicant was represented by Martyn Johnstone of ESPC Lettings. The First Respondent represented herself. The Second Respondent did not dial in and was not represented.

The Chairperson confirmed with the parties that the circumstances put forward at the initial CMD remained the same, and they both confirmed that they did. They both confirmed that their understanding was that an order for payment in the amount of £1647.02 would be made.

Findings in Fact

1. The parties entered in to a tenancy agreement for rent of the property;
2. The commencement date was 13th August 2021;
3. The monthly rent was £950;
4. The tenancy came to an end on 1st June 2022;
5. The rent arrears owed are £1098.33;
6. A charge of £353.05 for cleaning is reasonable;
7. A charge of £125 for disposal of items is reasonable;
8. It is not reasonable to charge the Respondents for a new bed frame;
9. It is reasonable to charge £25 for replacement keys;
10. It is reasonable to charge half the track and trace fee.

Decision

An order for payment in the amount of £1647.02 will be made.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Alison Kelly

Legal Member/Chair

02 March 2023
Date